

**General Terms and Conditions of Beer Project
applicable to the purchase of the « Beer For Life » Certificate 2017-2018**

Beer Project
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B.C.E. / V.A.T. 0511.959.367
(Hereafter, « **Beer Project** »)

Article 1. « BEER FOR LIFE » Certificate

- 1.1 The purchase of the « BEER FOR LIFE » certificate offered by Beer Project (the « **Certificate** ») allows you, under the terms and conditions set out below (the « **Conditions** »), to annually and for life, as defined hereafter, withdraw beers created by Beer Project, as well as get a 5% discount on any purchase and spending done in the brewery/taproom in Brussels and the BBP taprooms in Tokyo and Paris. The BEER FOR LIFE crowdfunder can pick-up every year either 12 beers of 33cl in the BBP brewery in Brussels or 6 beers of 33cl in the BBP taproom in Tokyo or 10 beers of 33cl in the BBP taproom that will open in Paris early 2018.
- 1.2 The sale of the Certificates falls within a crowdfunding project which will allow Beer Project to finance the activity and the growth of its brewery located rue Antoine Dansaert n°188 in 1000 Brussels, but also the taprooms in Paris (Pigalle) and Tokyo (Shinjuku). By purchasing a Certificate, we are delighted to welcome you to the project.

Article 2. Price of the Certificate

- 2.1 The Certificate is sold at the price of 180 EUR, V.A.T. and other taxes included, thus a price of 148,76 EUR and 31,24 EUR of V.A.T.
- 2.2 The Certificate represents a sale of beers that still have to be produced, with differed and conditional delivery. This sale is subject to V.A.T. at a rate of 21%.

Article 3. Limited Offer

- 3.1 The Certificates will be offered on sale between December 7th, 2017 and January 31st, 2018. This offer will no longer be valid beyond this deadline.
- 3.2 You must be at least 18 years old to subscribe to this offer. You can subscribe on behalf of another person as long as this person is at least 18 years old.
- 3.3 The offer is limited to 200 certificates for the pick-up in Tokyo.

Article 4. Certificate order

- 4.1 The order and payment are made during the offer period on a web page created for this purpose at: <https://www.beerforlife.be>. There will be 2 options to pay: either you pay online with your credit card or you pay by bank transfer. You must register on the website and provide the necessary information for your registration to be valid and for the personalization of the Certificate (name, first name, address, email, age).
- 4.2 If you pay online by credit card, you will receive your certificate within 2 working days. This Certificate will carry a unique number that will be used with your name in order to identify you during your annual withdrawal of beers at the pick-up point.
- 4.3 If you pay by bank transfer, you will receive an email confirmation of the booking of your Certificate with a reference number, to include in the money transfer which must be made within 3 days upon receipt of the email confirmation. Failing to pay within 3 days will cancel your Certificate number and enable someone else able to subscribe to the offer. Upon receipt of your payment, we will add you to the database of Beer Project and you will receive the Certificate proving your purchase by email within 3 days upon payment. This Certificate will carry a unique number that will be used with your name in order to identify you during your annual withdrawal of beers at the pick-up point.
- 4.4 A Certificate holder is referred to hereafter as a “**BEER FOR LIFE crowdfunder**”.
- 4.5 The **BEER FOR LIFE crowdfunder** will notify any change of personal information to Beer Project.

Article 5. Right of withdrawal

- 5.1 Any **BEER FOR LIFE crowdfunder** who purchased a Certificate through the website has the right to renounce to the purchase within 14 working days after having received the Certificate and to be reimbursed of the paid amount of the purchase, without providing justification. In order to benefit from this right, the **BEER FOR LIFE crowdfunder** shall inform Beer Project by mail or email and immediately return the Certificate. Beer Project will refund the amount of the purchase on the account specified by the **BEER FOR LIFE crowdfunder**, upon receipt.

Article 6. Annual withdrawal

- 6.1 The **BEER FOR LIFE crowdfunder** can withdraw once a year, for life, beer bottles at the pick-up points designated by Beer Project.
- 6.2 The BEER FOR LIFE crowdfunder have the choice to pick-up 12 beers of 33cl in the BBP brewery/taproom in Brussels or 6 beers of 33cl in the BBP taproom in Tokyo or 10 beers of 33cl in the BBP taproom in Paris that should open early 2018.
- 6.3 The BEER FOR LIFE crowdfunder should withdraw the totality of his/her beers at once and in one location.
- 6.4 The pick-up points are:
- 6.4.1 The brewery/taproom in Brussels located rue Antoine Dansaert n°188, 1000 Brussels whose opening hours can be found on the website of Beer Project (www.beerproject.be). Beer Project ensures at least one pick-up point in Brussels.
- 6.4.2 The BBP taproom in Tokyo that opened in May 2017 located 2-20-16, Yoyogi, Shibuya 151-0053 whose opening hours can be found on the Facebook page (<https://www.facebook.com/brusselsbeerprojectshinjuku/>). Even if the BBP taproom in Shinjuku closes, Beer Project will still ensure another pick-up point in Tokyo until December 2022 at least.
- 6.4.3 The BBP taproom in Paris that will open early 2018 and will be located rue de Bruxelles n°1, Pigalle, Paris. The opening hours can be found on the Facebook page (<https://www.facebook.com/brusselsbeerprojectpigalle/>). Even if the BBP taproom in Paris closes, Beer Project will still ensure another distribution point in Paris until December 2022 at least.
- 6.5 The first pick-up will be as of Thursday 1st of February 2018 in Brussels and Tokyo or as of March 1st, 2018 in Paris.
- 6.6 The first time the BEER FOR LIFE crowdfunder will withdraw his/her beers, he/she should bring his/her ID card and he/she will receive his/her member card. To withdraw his/her beers, the **BEER FOR LIFE crowdfunder** must bring with him/her the member card. It is not necessary to make an appointment.
- 6.7 Beer Project will offer a variety of beers of 33cl between the beers produced all-year around and at least 2 limited edition beers.
- 6.8 The **BEER FOR LIFE crowdfunder** who is not withdrawing his/her beers during one year is not entitled to arrears the year after.
- 6.9 Beer Project will not deliver beers in cases of force majeure preventing it from producing or distributing beer during the course of one or more consecutive years.

Article 7. Terms of the Certificate

- 7.1 The Certificate (and the rights arising from it) is personal. The Certificate is non-transferable, and cannot therefore be sold, given or transferred.
- 7.2 The rights attached to the Certificates will come to an end in the event of a bankruptcy of Beer Project.
- 7.3 Beer Project reserves itself the right to terminate the rights under a Certificate if it is clear that the **BEER FOR LIFE crowdfunder** is trying to abuse the system or manifestly prejudices Beer Project, for example by trying to withdraw more than allowed number of beers per year.

Article 8. Repurchase of the Certificate

- 8.1 We, at Beer Project, aim to keep you for life in our community. Yet, considering the long “for life” nature of this crowdfunding, we still reserve a right to buy back the Certificate in case of a special or unforeseen situation. If this scenario materializes, which again is not our wish, you will receive very beneficial conditions as described below.
- 8.2 Beer Project reserves itself the right to repurchase the Certificate, subject to the payment of 230 EUR to the **BEER FOR LIFE crowdfunder**, minus 10 EUR per year as from 1 January 2019, with an unwavering minimum of 160 EUR.
- 8.3 The repurchase will be notified to the **BEER FOR LIFE crowdfunder** by email, mail or notification when visiting the distribution point. The Certificate will be cancelled on the date of the repurchase.

Article 9. Privacy

- 9.1 Beer Project respects privacy and will process your personal data with the utmost care. Personal data provided will be used to offer you the most optimal service as possible, in order to best treat your purchase and possibly keep you informed through our online newsletter of offers and interesting news. Your personal data will not, at any time, be transferred or sold to third parties which are not involved in Beer Project.
- 9.2 These personal data will also be collected when ordering this offer.
- 9.3 You may, at any time, request access to your personal data in the Beer Project database. If you want these personal data removed from the Beer Project database, you can inform Beer Project by email or mail.

Article 10. Applicable Law and Jurisdiction

10.1 These general terms and conditions are governed by Belgian law. All disputes arising out or in connection with these Conditions shall be submitted to the exclusive jurisdiction of the Brussels courts.